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JUL 30 2018
CLERK, U.S. DISTRICT COURT
MINNEAPOLIS, MINNESOTA

Exhibit A

SCANNED
JUL 30 2018
U.S. DISTRICT COURT MPLS

SELLERS PLAYBOOK

Name on Card:	J [REDACTED] S [REDACTED]	Exp. Date:	[REDACTED]
Billing Address (Line 1):	[REDACTED]	State:	[REDACTED]
Billing Address (Line 2):	[REDACTED]	Zip Code:	[REDACTED]
Card Type:	<input checked="" type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover	Last 4 digits of card:	7650
Cardholder Signature:	[REDACTED]	Auth Code:	
Phone:	[REDACTED]	Amount:	\$497.00
Email:	[REDACTED]		

THIS AGREEMENT ("Agreement") is made this 14th day of May, 2018 ("Effective Date"), by and between Sellers Playbook, Inc and the above individual or organization ("Client"), who are together hereinafter referred to as the "Parties" or individually as a "Party." The relationship of the Parties hereto is that of independent contracting Parties.

Three Day "Sellers Playbook Training Workshop":

Complimentary Guest (Significant other or business partners are encouraged):	[REDACTED]	INCLUDED
Free gift for attending all 3 days of the Workshop:	Kindle	INCLUDED
Free Sellers Playbook Basic Membership Site Access:		INCLUDED
TODAY ONLY PRICING:		\$797.00-

We are looking forward to having you join us at our 3-day Workshop for an intensive learning experience about Amazon and an opportunity to learn about our Advanced Executive offerings. To ensure an optimal learning environment for all we ask that all attendees respect the right of other by not soliciting or distracting other attendees in any way from a positive learning environment. Sellers Playbook workshop staff reserves the right to deny entrance to anyone who becomes a distraction to the positive learning environment of the class. Valid government issued identification is required for entry to the workshop for all attendees.

Sellers Playbook makes no guarantee that the client will generate any kind of monetary gain from our services whatsoever. Please visit <https://sellersplaybook.com/earnings-disclaimer/> for further information. Sellers Playbook sells educational and software products and trainings and does not sell a business or business opportunity. Furthermore, we do not offer any tax, accounting, financial, retirement account or legal advice. Prior to undertaking any specific business transaction, we encourage you to consult your own accounting, legal and tax advisors to evaluate risks, consequences and suitability of that transaction.

To cancel this sale, provide written notification by either of the following methods:

1. Mail a letter with your signature and date to Sellers Playbook, Inc. at 9001 Science Center Drive, Suite 1000, Minneapolis, MN 55428. The envelope must be post-marked before midnight of the fifth business day after the contract effective date. Saturday is considered a business day; Sundays and federal holidays are not.
2. Email written notice of your desire to cancel along with your full name, date of purchase and the last four digits of the credit card(s) used to Cancellation@SellersPlaybook.com before midnight central time of the fifth business day after the contract effective date. Saturday is considered a business day; Sundays and federal holidays are not. You will receive an automated return receipt as proof of cancellation. If you do not receive the automated return receipt please verify that you have correctly entered the email address as your request therefore has not been properly received.

The undersigned each represents that they have the authority to execute this Agreement including Exhibit A on behalf of their respective Party. Acknowledged and agreed as of the Effective Date,

CLIENT

SELLERS PLAYBOOK, INC.

Authorized Signature:

Authorized Signature:

Print Name:

Print Name:

For questions, please contact Customer Support at [SellersPlaybook.com](https://sellersplaybook.com) or call 1-800-919-2298
Sellers Playbook, Inc. 9001 Science Center Drive, Suite 1000, Minneapolis, MN 55428
Sellers Online is not affiliated or endorsed by Amazon, ebay, Shopify or any other online marketplace.

EXHIBIT A – Terms and Conditions

1. **Term.** This Agreement shall commence on the Effective Date.
2. **Content:** You will be taught strategies to sell on Amazon and offered an opportunity to work with us on an advanced level for additional fees.
3. **Confidentiality.** Client and SPI each agree that all information pertaining to the other Party, obtained pursuant to the negotiation or performance of this Agreement, shall be maintained in strict confidence and shall not be released or disclosed or used for any purpose other than performance of each Party's duties, respectively, under this Agreement, except as may otherwise be agreed by the Parties in writing. Notwithstanding the foregoing, information shall not be deemed confidential if such information was in the public domain when received by the receiving Party or subsequently enters the public domain without fault of the receiving Party. Each Party and its respective affiliates, employees, consultants and agents shall take reasonable steps, by contract, instruction or otherwise, to ensure that anyone having access to the other Party's confidential information agrees to comply with the terms of this Agreement, or is put on notice of the proprietary nature of the Confidential Information, and shall not commence any legal action or proceeding which identifies the Confidential Information without the other Party's prior written consent. In the event of any inadvertent misuse, loss or disclosure of Confidential Information, or any suspicion that another party has obtained the Confidential Information by improper means, the receiving Party shall promptly notify the disclosing Party and shall provide full details of the inadvertent misuse, loss or disclosure or unauthorized possession, and use reasonable efforts to assist the disclosing Party in preventing the further misuse or recurrence of such misuse, loss or disclosure or unauthorized possession, and shall take such steps as the disclosing Party may reasonably request to minimize damage arising as a result of such violation. Notwithstanding the foregoing, a Party shall not be deemed to have violated the restrictions set forth in this Section by disclosing confidential information of the other Party pursuant to a subpoena or other legal requirement of a competent governmental authority, so long as it notifies the other Party of such requirement prior to making such disclosure to allow the other Party a reasonable opportunity to take such steps as it deems appropriate to protect its confidential information. Each party hereby agrees that if a receiving Party shall violate any provision of this paragraph, the disclosing Party will incur irreparable harm which may not be compensable entirely in monetary damages. The Parties therefore agree that injunctive relief to enforce compliance with this Agreement is an appropriate remedy for breach or a threatened breach of the provisions of this paragraph, notwithstanding the fact that damages may also be recoverable for breach, and that the disclosing Party shall not be required to prove damages, post bond or meet other conditions of injunctive relief. Such remedies shall be in addition to and not in limitation of any injunctive relief or any other remedies or rights to which a Party is or may be entitled to at law, in equity or under this Agreement.
4. **SPI Intellectual Property.** SPI hereby grants to Client a terminable, non-exclusive, non-transferable right to use SPI's Intellectual Property during the Term in accordance with the terms of this Agreement. As used herein, "Intellectual Property" means any and all rights of SPI anywhere in the world under any patent(s), service mark(s), trademark(s), copyright and trade secret laws, and any other intellectual property or proprietary rights, including any moral rights and similar rights, including without limitation the IT Toolset and any guides, software, books, educational content, videos and other analytic tools relating to retail sales management, inventory management and customer data management connected to SPI's business consulting services. SPI reserves all rights in the Intellectual Property and retains title thereto and all past, present or future goodwill associated therewith, and does not convey any proprietary rights or other interest therein to Client, other than the limited rights granted hereunder. Client acknowledges that the Intellectual Property contains information that has been created, developed and maintained by SPI at substantial expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm SPI, and Client therefore agrees not, during or after the Term, to engage in any conduct, directly or indirectly, which would infringe upon, harm or contest the rights of SPI in the Intellectual Property, or any goodwill associated therewith or attributable thereto, or do or permit to be done any act or thing in derogation of any rights of SPI in connection therewith. Client agrees that it shall not represent that it has acquired any ownership or equitable rights in the Intellectual Property by virtue of the limited rights granted hereunder, and shall not oppose or challenge in any way any ownership rights of SPI in, or the registration of or application for, or the validity of the Intellectual Property. Neither the Client nor its authorized users and/or affiliates shall have the right to amend, modify, decompile or reverse engineer the Intellectual Property, or to create derivative works without the prior written consent of SPI.
5. **Warranty; Disclaimer; Limitation of Liability.** SPI warrants that it has the right to provide to the Client access to its proprietary tools such as the IT Toolset in accordance with the terms of this Agreement. SPI does not warrant that the IT Toolset or its content will be uninterrupted or error-free, secure from unauthorized access, that defects will be corrected or that SPI's servers are free of viruses or other harmful components. SPI relies on third party data and APIs for its IT Toolset, and the loss or poor quality of that data shall not entitle the Client to any sort of remedy. SPI makes no other warranties or guarantees, whether express or implied, beyond those specifically and expressly provided for in this Agreement. Except to the minimum extent required by applicable law and then only to that extent, in no event will SPI be liable to Client for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, punitive or other damages as a result of any breach of this Agreement including, without limitation, loss of revenue or income, loss of profits, pain and suffering, emotional distress, cost of substitute goods or services, or similar damages suffered by Client or any third party that arise in connection with SPI's Services (or the termination thereof for any reason). Client further understands and agrees that in no event shall SPI's cumulative liability for any claim arising in connection with this Agreement, regardless of the form of action, exceed the amount of total fees and charges actually paid to SPI hereunder.
6. **Indemnification.** Client hereby agrees to indemnify, defend and hold harmless SPI from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorney's fees, resulting, whether directly or indirectly, from: (a) Client's violation of any provision of this Agreement; (b) claims brought by third parties arising out of Client's use of the IT Toolset or Services and content Client makes available via the IT Toolset or Services by any means, including without limitation through email, posting, weblink, reference to content, or otherwise, whether by Client or a third party using Client's password; (c) any wrongful disclosure of password(s) by any Client employee, agent or representative; or (d) any actual or alleged wrongful, negligent or unauthorized access, modification, disclosure, publication, copying or use of any IT Tool or website by any Client employee, agent or representative. As a condition of Client's use of the IT Toolset, Client waives and releases SPI from all liability to Client, and further agrees to indemnify and hold SPI harmless against any losses, costs or damages incurred or caused by Client.
7. **Data Release Authorization.** Client hereby gives authorization to SPI to release client data to a third party who needs the information to assist SPI in providing the services contemplated herein and to any third-party SPI designates. Client agrees to indemnify and hold SPI harmless from and against all claims, suits, demands, actions, proceedings and litigation relating to usage of client's data after it has been transferred by SPI to a third party.
8. **Negotiated Rates.** From time to time, SPI may negotiate with third party service providers, which SPI may offer to Clients. For such service, SPI's offer to the Client may result in a fee being paid to SPI if the Client enters into a relationship with the Third-Party Service Provider. This fee belongs to SPI.
9. **Governing Law; Severability.** This Agreement shall be governed by the laws of the State of Minnesota, except its conflict of laws rules. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
10. **Dispute Resolution.** Both Parties to this Agreement waive any and all right to a trial by jury. Any dispute or controversy arising under or in connection with this Agreement, including claims of fraud in the inducement, shall be settled exclusively by binding arbitration solely by written submission in Hennepin County, in the State of Minnesota, in accordance with the expedited Commercial rules of the American Arbitration Association then in effect, by one arbitrator. Limited civil discovery shall be permitted for the production of documents and taking of depositions. Unresolved discovery disputes may be brought to the attention of the arbitrator who may dispose of such dispute. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The arbitrator shall have the authority to award any remedy or relief that a court of this state could order or grant; provided, however, that punitive, consequential or exemplary damages shall not be awarded. (a) Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between Client and SPI alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. (b) The above notwithstanding, this Section shall have no application to claims by SPI seeking to enforce, by injunction or other equitable relief, the terms of this Agreement. Such claims may be maintained by SPI in a court of competent jurisdiction.
11. **Survival.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
12. **Mutual Non-Disparagement Covenant.** Client hereby agrees that it will not, at any time, directly or indirectly, make any oral or written public statements that are disparaging of SO, SO's products or services, or any of SO's present or former owners, employees or independent contractors. SO (limited to its officers and directors) agrees that it will not, at any time, directly or indirectly, make any oral or written public statements that are disparaging of Client. Disparagement shall be defined as any oral or written public statements that impugn the qualities, character, honesty, integrity, morality, business acumen or abilities of the subject provided, however, that nothing in this paragraph is intended to prevent buyer from publishing or submitting to any consumer protection agency any truthful written, oral, or pictorial review, performance assessment of, or other similar analysis of SO's services, including by electronic means.
13. **Force Majeure.** Neither Party shall be liable for any delay or failure in performance of any part of this Agreement during any period in which such Party cannot perform due to actions beyond the control of the Party.
14. **Entire Agreement; Modification.** This Agreement and the Exhibit(s) attached hereto constitute the entire agreement between the Parties hereto and supersede all prior and contemporaneous agreements and undertakings of the Parties pertaining to the subject matter hereof. This Agreement may not be modified except by written instrument duly executed by the Party hereto against whom the modification is sought to be enforced except as noted otherwise.
15. **Notice.** All notices sent via electronic document shall be deemed to have been given, made, or communicated as the case may be, at the time that the notice is sent by electronic document at the email addresses of the Parties set forth on the signature page to this Agreement.
16. **Execution by Electronic Signature.** The Parties expressly agree that scanned documents shall have the same force and effect as original signed documents, provided that either Party may require the other Party also to exchange original signed documents.
17. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
18. **Waiver.** SPI's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
19. **Assignment.** Client may not assign any of Client's rights or obligations under this Agreement to anyone else. SPI may assign its rights to any other individual or entity at SPI's discretion.

For questions, please contact CustomerSupport@SellersPlaybook.com or call 1-800-919-2298
 Sellers Playbook, Inc. 9001 Science Center Drive, Suite 1000, Minneapolis, MN 55428
 Sellers Online is not affiliated or endorsed by Amazon, ebay, Shopify or any other online marketplace.

Exhibit B



MEMBERSHIP ENROLLMENT

BUSINESS PRO MEMBERSHIP

- Executive Website/Software Access
- 32 scheduled coaching/strategy sessions (30 minute sessions)
- Education available 24/7 through our online training facility
- Supplier Lists and Sourcing Solutions
- Two Sellers Playbook Learning and Sourcing Summits
- Receiving, Warehousing and FBA Preparation Services

ON-SITE PRICE

\$ 32,997-

BUSINESS PRO EXECUTIVE BONUSES

- 16 Additional Scheduled Coaching/Strategy Sessions (30 minute Sessions)
- Private Label Concierge Service which includes...
 - Sourcing your private label products
 - Price negotiation and the benefit of our buying power, creating the ability to substantially increase your ROI on Amazon
 - Customs and Shipping handling
 - Listing your private label products into your Amazon store
 - Assistance in marketing your private label products
- Customs Bond

ELITE PRO MEMBERSHIP

- Executive Website/Software Access
- 24 scheduled coaching/strategy sessions (30 minute sessions)
- Education available 24/7 through our online training facility
- One Sellers Playbook Learning and Sourcing Summit
- Supplier Lists and Sourcing Solutions

ON-SITE PRICE

\$ 26,997-

ELITE PRO BONUSES

- 12 Additional scheduled coaching/strategy sessions (30 minute sessions)

Work Smarter
Not Harder

www.SellersPlaybook.com





Exhibit C

SELLERS PLAYBOOK

WINNING ON AMAZON

Name:	[REDACTED]
Address (line 1):	[REDACTED]
Address (line 2):	SUNNY BEACH BEACH, FL [REDACTED]
Phone:	[REDACTED]
Email:	[REDACTED]

THIS AGREEMENT ("Agreement") is made this 30 day of July, 2017 ("Effective Date"), by and between Sellers Playbook, Inc and the above individual or organization ("Client"), who are together hereinafter referred to as the "Parties" or individually as a "Party." The relationship of the Parties hereto is that of independent contracting Parties. Sellers Playbook, Inc. and its employees, officers, directors, owners, contractors, affiliates or agents (hereinafter "SPI") will provide services to Client including access to fulfillment logistics, training materials, coaching, an online price positioning tool which is an educational service for merchants ("IT Toolset") offered through the URL www.SellersPlaybook.com ("Website") that is used for Amazon product research, online webinars, coaching, training seminars and other services ("Services") in accordance with the terms herein and in Exhibits A, B and C. Services do not begin until Sellers Playbook has received payment in full for your desired package.

 DIAMOND EXECUTIVE	<ul style="list-style-type: none"> • 32 Scheduled Individual Coaching Calls (30 Minutes Each) • Product Sourcing, specific ASINs: SP Product Sourcing Agents help source specific product requests • Product Sourcing Catalogs and Line sheets: Negotiated minimum orders, help with restrictions and ungating • Product Sourcing Manufacturers for Private Label: Recommendation, negotiation, customs and shipping • International and Domestic FBA Prep Services: Fulfillment and labeling to Amazon warehouse • Executive Stadium Access: Schedule Coaching, Request Product, and access to a wealth of Amazon knowledge • Sellers Playbook Software: Latest tracking of Amazon Catalog. Determine Sales, Competition, Rank of an individual ASIN • Two Sourcing Summits: World class Amazon trainers and assistance through the tradeshow • Online Resource Center: Your one-stop-shop for tools, calculators, knowledge and assistance
	<p>Retail Price: \$47,997 Executive ONSITE Investment: <u>\$33,997</u></p>
 PLATINUM EXECUTIVE	<ul style="list-style-type: none"> • 24 Scheduled Individual Coaching Calls (30 Minutes Each) • Product Sourcing, specific ASINs: SP Product Sourcing Agents help source specific product requests • Product Sourcing Catalogs and Line sheets: Negotiated minimum orders, help with restrictions and ungating • Executive Stadium Access: Schedule Coaching, Request Product, and access to a wealth of Amazon knowledge • Sellers Playbook Software: Latest tracking of Amazon Catalog. Determine Sales, Competition, Rank of an individual ASIN • One Sourcing Summit: World class Amazon trainers and assistance through the tradeshow • Online Resource Center: Your one-stop-shop for tools, calculators, knowledge and assistance
	<p>Retail Price: \$33,997 Executive ONSITE Investment: \$21,997</p>

Please indicate your approval of the above and Exhibits A-C, by signing where indicated below. The undersigned each represents that they have the authority to execute this Agreement on behalf of their respective Party. Acknowledged and agreed as of the Effective Date,

CLIENT

[REDACTED]

 Authorized Signature

Print Name: [REDACTED]

Title (if applicable): _____

SELLERS PLAYBOOK, INC.

[Signature]

 Authorized Signature

Print Name: Paul

Title: Consultant

EXHIBIT A

TERMS AND CONDITIONS

1. **Term.** This Agreement shall commence on the Effective Date for a term of one (1) month (the "Initial Term") and shall automatically renew for successive monthly periods thereafter (each, a "Renewal Term," and together with the Initial Term, the "Term"), unless either Party delivers written notice to the other Party that it elects not to renew this Agreement at least 5 business days prior to the commencement of the next Renewal Term. Bonus items do not extend the Initial Term. Any unused products expire at the end of their term and not subject to a refund if unused.
2. **Confidentiality.** Client and SPI each agree that all information pertaining to the other Party, obtained pursuant to the negotiation or performance of this Agreement, shall be maintained in strict confidence and shall not be released or disclosed or used for any purpose other than performance of each Party's duties, respectively, under this Agreement, except as may otherwise be agreed by the Parties in writing. Notwithstanding the foregoing, information shall not be deemed confidential if such information was in the public domain when received by the receiving Party or subsequently enters the public domain without fault of the receiving Party. Each Party and its respective affiliates, employees, consultants and agents shall take reasonable steps, by contract, instruction or otherwise, to ensure that anyone having access to the other Party's confidential information agrees to comply with the terms of this Agreement, or is put on notice of the proprietary nature of the Confidential Information, and shall not commence any legal action or proceeding which identifies the Confidential Information without the other Party's prior written consent. In the event of any inadvertent misuse, loss or disclosure of Confidential Information, or any suspicion that another party has obtained the Confidential Information by improper means, the receiving Party shall promptly notify the disclosing Party and shall provide full details of the inadvertent misuse, loss or disclosure or unauthorized possession, and use reasonable efforts to assist the disclosing Party in preventing the further misuse or recurrence of such misuse, loss, disclosure, unauthorized possession or otherwise, and shall take such steps as the disclosing Party may reasonably request to minimize damage arising as a result of such violation. Notwithstanding the foregoing, a Party shall not be deemed to have violated the restrictions set forth in this Section by disclosing confidential information of the other Party pursuant to a subpoena or other legal requirement of a competent governmental authority, so long as it notifies the other Party of such requirement prior to making such disclosure to allow the other Party a reasonable opportunity to take such steps as it deems appropriate to protect its confidential information. Each party hereby agrees that if a receiving Party shall violate any provision of this paragraph, the disclosing Party will incur irreparable harm which may not be compensable entirely in monetary damages. The Parties therefore agree that injunctive relief to enforce compliance with this Agreement is an appropriate remedy for breach or a threatened breach of the provisions of this paragraph, notwithstanding the fact that damages may also be recoverable for breach, and that the disclosing Party shall not be required to prove damages, post bond or meet other conditions of injunctive relief. Such remedies shall be in addition to and not in limitation of any injunctive relief or any other remedies or rights to which a Party is or may be entitled to at law, in equity or under this Agreement.
3. **SPI Intellectual Property.** SPI hereby grants to Client a terminable, non-exclusive, non-transferable right to use SPI's Intellectual Property during the Term in accordance with the terms of this Agreement. As used herein, "Intellectual Property" means any and all rights of SPI anywhere in the world under any patent(s), service mark(s), trademark(s), copyright and trade secret laws, and any other intellectual property or proprietary rights, including any moral rights and similar rights and similar rights, including without limitation the IT Toolset and any guides, software, books, educational content, videos and other analytic tools relating to retail sales management, inventory management and customer data management connected to SPI's business consulting services. SPI reserves all rights in the Intellectual Property and retains title thereto and all past, present or future goodwill associated therewith, and does not convey any proprietary rights or other interest therein to Client, other than the limited rights granted hereunder. Client acknowledges that the Intellectual Property contains information that has been created, developed and maintained by SPI at substantial expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm SPI, and Client therefore agrees not, during or after the Term, to engage in any conduct, directly or indirectly, which would infringe upon, harm or contest the rights of SPI in the Intellectual Property, or any goodwill associated therewith or attributable thereto, or do or permit to be done any act or thing in derogation of any rights of SPI in connection therewith. Client agrees that it shall not represent that it has acquired any ownership or equitable rights in the Intellectual Property by virtue of the limited rights granted hereunder, and shall not oppose or challenge in any way any ownership rights of SPI in, or the registration of or application for, or the validity of the Intellectual Property. Neither the Client nor its authorized users and/or affiliates shall have the right to amend, modify, decompile or reverse engineer the Intellectual Property, or to create derivative works without the prior written consent of SPI.
4. **Use of IT Toolset.** Access to the IT Toolset is effective upon delivery of the access information to the Client. The Client will be solely responsible for Client's own internet access and Amazon Sellers Central Account to connect to IT Toolset. SPI shall have no obligation to provide to Client or support any Internet or network communications connections of any type. The Client shall use assigned user identifications and passwords to log-on to the IT Toolset and shall not share passwords with, nor disclose passwords to, others. The Client shall take all necessary measures in order to keep his/her login and password confidential. The Client must promptly inform SPI of (a) any user who has lost or misused a login and password or (b) any user who has ceased to be employed by the Client or otherwise should no longer have access to the relevant IT Tool. SPI shall use commercially reasonable efforts to keep the IT Toolset available, subject to scheduled downtime for maintenance purposes, unscheduled maintenance and systems outages. The Parties acknowledge that since the Internet is neither owned nor controlled by any one entity, SPI can make no guarantees that any given user will be able to access the IT Toolset at any given time for causes outside of the control of SPI. Although SPI will use commercially reasonable efforts to take any actions it deems appropriate to remedy and avoid such circumstances, SPI shall not be liable to Client for failure of accessibility the IT Toolset due to causes outside of the control of SPI or the IT Toolset providers. Other than as set forth elsewhere in this Agreement, Client acknowledges that the IT Toolset is provided on an "as is," "as available" basis and without warranty of any kind, and SPI expressly disclaims to the extent permitted by law all warranties, whether express, implied or statutory by any territory or jurisdiction, with respect to the IT Toolset, or the data derived from any IT Toolset services, and any components thereof, and specifically disclaims any and all implied warranties of merchantability, fitness for a particular purpose or title. SPI shall not be held liable for the content, availability, access, accuracy, timeliness or any other aspect of the information contained in any third-party website which may be linked from the site(s) hosting the IT Toolset or other SPI services. The inclusion in any SPI Web page of information or links related to or contained in any third-party website does not constitute an endorsement by SPI of such information.
5. **Warranty; Disclaimer; Limitation of Liability.** SPI warrants that it has the right to provide to the Client access to its proprietary tools such as the IT Toolset in accordance with the terms of this Agreement. SPI does not warrant that the IT Toolset or its content will be uninterrupted or error-free, secure from unauthorized access, that defects will be corrected or that SPI's servers are free of viruses or other harmful components. SPI relies on third party data and APIs for its IT Toolset, and the loss or poor quality of that data shall not entitle the Client to any sort of remedy. SPI makes no other warranties or guarantees, whether express or implied, beyond those specifically and expressly provided for in this Agreement. Except to the minimum extent required by applicable law and then only to that extent, in no event will SPI be liable to Client for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, punitive or other damages as a result of any breach of this Agreement including, without limitation, loss of revenue or income, loss of profits, pain and suffering, emotional distress, cost of substitute goods or services, or similar damages suffered by Client or any third party that arise in connection with SPI's Services (or the termination thereof for any reason). Client further understands and agrees that in no event shall SPI's cumulative liability for any claim arising in connection with this Agreement, regardless of the form of action, exceed the amount of total fees and charges actually paid to SPI hereunder.
6. **Indemnification.** Client hereby agrees to indemnify, defend and hold harmless SPI from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorney's fees, resulting, whether directly or indirectly, from: (a) Client's violation of any provision of this Agreement; (b) claims brought by third parties arising out of Client's use of the IT Toolset or Services and content Client makes available via the IT Toolset or Services by any means, including without limitation through email, posting, web link, reference to content, or otherwise, whether by Client or a third party using Client's password; (c) any wrongful disclosure of password(s) by any Client employee, agent or representative; or (d) any actual or alleged wrongful, negligent or unauthorized access, modification, disclosure, publication, copying or use of any IT Tool or website by any Client employee, agent or representative. As a condition of Client's use of the IT Toolset, Client waives and releases SPI from all liability to Client, and further agrees to indemnify and hold SPI harmless against any losses, costs or damages incurred or caused by Client.
7. **Data Release Authorization.** Client hereby gives authorization to SPI to release client data to a third party who needs the information to assist SPI in providing the services contemplated herein and to any third-party client designates by either requesting enhanced services or enters into an agreement directly with the third party. Client agrees to indemnify and hold SPI harmless from and against all claims, suits, demands, actions, proceedings and litigation relating to usage of client's data after it has been transferred by SPI to a third party. SPI shall take reasonable steps to ensure any third party receiving the client data to assist SPI in providing the services has agreed to keep the client data confidential.
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10. **Cancellation.** To cancel a sale, provide written notification with your signature and date to Sellers Playbook, Inc. at 9001 Science Center Drive, Suite 1000 Minneapolis, MN 55428. The envelope must be post-marked before midnight of the third business day after the contract effective date. Saturday is considered a business day; Sundays and federal holidays are not.
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12. **Mutual Non-Disparagement Covenant.** Client hereby agrees that it will not, at any time, directly or indirectly, make any oral or written public statements that are disparaging of SPI, SPI's products or services, or any of SPI's present or former owners, employees or independent contractors. SPI (limited to its officers and directors) agrees that it will not, at any time, directly or indirectly, make any oral or written public statements that are disparaging of Client. Disparagement shall be defined as any oral or written public statements that impugn the qualities, character, honesty, integrity, morality, business acumen or abilities of the subject.
13. **Force Majeure.** Neither Party shall be liable for any delay or failure in performance of any part of this Agreement during any period in which such Party cannot perform due to actions beyond the control of the Party.
14. **Entire Agreement; Modification.** This Agreement and the Exhibit(s) attached hereto constitute the entire agreement between the Parties hereto and supersede all prior and contemporaneous agreements and undertakings of the Parties pertaining to the subject matter hereof. This Agreement may not be modified except by written instrument duly executed by the Party hereto against whom the modification is sought to be enforced except as noted otherwise.
15. **Notice.** All notices sent via electronic document shall be deemed to have been given, made, or communicated as the case may be, at the time that the notice is sent by electronic document at the email addresses of the Parties set forth on the signature page to this Agreement.
16. **Execution by Electronic Signature.** The Parties expressly agree that scanned documents shall have the same force and effect as original signed documents, provided that either Party may require the other Party also to exchange original signed documents.

Credit Card 1:

Name on Card:	[REDACTED]	Exp. Date:	____/____/____
Billing Address (Line 1):	[REDACTED]	State:	FL
Billing Address (Line 2):	SUNNY ISLES	Zip Code:	[REDACTED]
Card Type:	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AM EX <input type="checkbox"/>	Last 4 of Card:	7741
Cardholder Signature:	[REDACTED]	Amount:	\$ 5,000

Credit Card 2:

Name on Card:		Exp. Date:	____/____/____
Billing Address (Line 1):		State:	
Billing Address (Line 2):		Zip Code:	
Card Type:	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AM EX <input type="checkbox"/>	Last 4 of Card:	
Cardholder Signature:		Amount:	\$

Credit Card 3:

Name on Card:		Exp. Date:	____/____/____
Billing Address (Line 1):		State:	
Billing Address (Line 2):		Zip Code:	
Card Type:	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AM EX <input type="checkbox"/>	Last 4 of Card:	
Cardholder Signature:		Amount:	\$

Diamond Bonus:

- 8 ADDITIONAL 1hr COACHING SESSIONS
- \$1,000 CASH GIFT to use for travel expenses for each Summit (\$2,000 total)
- \$3,000 Credit toward FBA Warehouse and PREP FEES.

EXHIBIT A (Continued)

PRICING AND FEES

- Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- Waiver. SPI's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
- Assignment. Client may not assign any of Client's rights or obligations under this Agreement to anyone else. SPI may assign its rights to any other individual or entity at SPI's discretion.

EXHIBIT B

PRICING AND FEES

Automatic Renewal Term Fees:

- IT Toolset and Website Access: \$99.99 per month plus applicable sales tax, if any
- Coaching and Concierge Access: \$300.00 per hour billed in 15 minute increments plus applicable sales tax, if any

Clarifications:

- Missed coaching sessions without prior 24-hours' notice of cancellation shall be billed at 30-minutes or 50% of the scheduled time, whichever is greater.
- Client may elect to opt out of any specific Renewal Term product and remain active in other Renewal Term product(s) and service(s).
- Renewal Term fees are due for any month on the same date, or the closest date in that month, to the Effective Date.
- Access to other services, summits, tradeshows or anything not specifically referenced under Renewal Term Fees is not being provided after the Initial Term.
- Additional products and services (like seminars, summits, foreign market buying trips, etc.) may be offered from time to time on our website and the associated pricing can be found there. These products and services are an additional charge unless specifically provided for in the Initial Term.
- All Fees may be increased on January 1, 2018 and each year thereafter by any previous four quarter percentage increase in the Employment Cost Index for wages and salaries of professional and business services workers as published by the U.S. Department of Labor, Bureau of Labor Statistics.

EXHIBIT C

PACKAGES

Diamond Executive Members

Sellers Playbook, Inc. is a customer service organization that offers a customized system to perfect the individual's ability to sell on Amazon effectively and profitably. The Diamond package of services is ideal for the individual who is looking to supplement or replace income quickly, as it is a full-service, turnkey package. Services provided by Sellers Playbook, Inc. for their exclusive Diamond Executive Membership include but are not limited to items 1-5 as follows:

Platinum Executive Members

Sellers Playbook, Inc. is a customer service organization that offers a customized system to perfect the individual's ability to sell on Amazon effectively and profitably. The Platinum package of services is ideal for the individual who is looking to supplement or replace income but is willing to fulfill their own orders and send to FBA on their own and occasionally supplement it with our services. Services provided by Sellers Playbook, Inc. for their exclusive Platinum Executive Membership include but are not limited to items 1-4 as follows:

Gold and Silver Executive Members

Sellers Playbook is a customer service organization that offers a customized system to perfect the individual's ability to sell on Amazon effectively and profitably. This package of services is ideal for the individual who is looking to boost their existing Amazon business with the help of our incredible software and sourcing credentials. Services provided by Seller's Playbook for their exclusive Gold Executive Membership include but are not limited to items 1-3 as follows:

1. Access to Personalized Coaching and Tech Support:

- Professional Technical Support.
- Amazon Expert Coaching and Product Sourcing Service - Available by Phone or Web Meeting during normal business hours.
- 24/7 Online Training Availability Through a Library of Webinars.
- Three, 1-hour maximum onboarding/orientation sessions with our coaching staff to familiarize yourself with our Executive Membership.

2. Sellers Playbook Software:

- Complete Data Automation.
- Product Price, Rank and Sales Tracking.
- Determine your Core Product by Calculation.

3. Supplier Lists and Sourcing Solutions:

- Direction to Domestic and International Suppliers.
- Help Sourcing Product Domestic and Internationally.
- Ability to Negotiate Using Our Network Buying Power.

4. Access to Amazon Learning and Sourcing Summits (One for Platinum members and two for Diamond member):

- On-hand coaching support through the tradeshows and help with ordering and understanding inventory quantities and value.
- Industry Leading Speakers.
- Summits are valued at \$10,000 and are not subject to any discount.

5. Receiving, Warehousing and FBA Preparation:

- Ability to ship product directly to Sellers Playbook for receiving.
- Uploading to your store, labeling and shipping to Amazon FBA.
- You eliminate all product receiving and preparation.
- Pictures, product descriptions, labeling and shipping to FBA available for additional fees, subject to fee schedule and/or supplemental agreement.

Additional Diamond Level Fulfillment Preparation Fees:

Our all-inclusive system includes receiving, preparation, labeling, packaging and payment processing fees. Items quantities are determined by what is received in a month. Simply double the price if you need us to open an item to perform an inspection, send a picture of any damaged items and dispose of the damaged items.

1-400 items:	\$0.85 per item plus Hennepin County MN Sales Tax
401-800 items:	\$0.80 per item plus Hennepin County MN Sales Tax
801-2000 items:	\$0.65 per item plus Hennepin County MN Sales Tax
2001-5000 items:	\$0.52 per item plus Hennepin County MN Sales Tax
Over 5001 items:	\$0.40 per item plus Hennepin County MN Sales Tax

Additional charges are listed below for items not included in our all-inclusive system. All items are subject to MN sales tax. Pricing excludes textbooks.	
Bundles of up to 4 items:	\$1.30 per bundle plus Hennepin County MN Sales Tax
Bundles of up to 6 items:	\$1.65 per bundle plus Hennepin County MN Sales Tax
Poly bags:	\$0.30 per SF plus Hennepin County MN Sales Tax
Bubble wrap:	\$0.30 per SF plus Hennepin County MN Sales Tax
Pallet handling fee:	\$15.00 per pallet
Outgoing shipping labels:	\$1.00 each carton/container/pallet plus Hennepin County MN Sales Tax

Clarifications:

- We require view and edit rights to your Sellers Central account in order to process outgoing shipments to Fulfillment By Amazon.
- All items shipped to us must comply with all Fulfillment By Amazon policies. Failure to meet these criteria will result in additional charges to the Client.
- Shipping costs are not included and are to be provided for by the Client.
- All fulfillment fees are additional to both the Initial Term and Renewal Term fees.

Customer Service Contact Information:

- Customer.Support@SellersPlaybook.com
- 1-800-919-2298
- 9001 Science Center Drive, Suite 1000, Minneapolis, MN 55428